



## INVITATION TO BID (ITB)

### RS MEANS ON-CALL CONTRACTOR FOR FACILITIES

<b>ITB Number:</b>	<u>13-0210</u>	<b>Contracting Officer:</b>	<u>B. Schwartzman</u>
<b>Bid Due Date:</b>	<u>February 13, 2013</u>	<b>Pre-Bid Conf. Date:</b>	<u>January 29, 2013 (see 1.4)</u>
<b>Bid Due Time:</b>	<u>3:00 PM</u>	<b>ITB Issue Date:</b>	<u>January 16, 2013</u>

#### TABLE OF CONTENTS

SECTION 1: Special Terms and Conditions	2
SECTION 2: Statement of Work	10
SECTION 3: General Terms and Conditions	21
SECTION 4: Pricing/Certifications/Signatures	24
SECTION 5: Attachments	26

#### SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Proposal and/or Performance Bond:	Not required
Certificate of Competency/License:	See provision 1.16
Indemnification/Insurance:	See provision 1.8
Pre-Bid Conference/Walk-Thru:	See provision 1.4

**At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration.** The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date.

**Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.**

#### NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

#### VENDOR IDENTIFICATION

<b>Company Name:</b> _____	<b>Phone Number:</b> _____
<b>E-mail Address:</b> _____	<b>Contact Person:</b> _____

**Section 1.1: Purpose**

The purpose of this solicitation is to select multiple qualified Building Contractors or General Contractors that will perform construction and/or repair work for Lake County on projects that shall not exceed \$50,000. Vendors are advised that this procurement action will be formalized via the contract at Attachment Three to this Invitation to Bid. The County intends no substantive changes to the contract.

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

B. Schwartzman, Procurement Services Director  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800  
Phone : 352-343-9839  
Fax : 352-343-9473  
E-mail: bschwartzman@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award - To Multiple Vendors**

Award of this contract will be made to one or more vendors with selection based on relative sample project pricing, technical specialty and capability, performance record, and general responsibility. To be considered “responsible” in terms of eligibility for award under this solicitation, the vendor must meet the following qualification standards:

1. Must have successfully completed at least three (3) construction projects of the nature addressed by this solicitation in the last five (5) years.
2. Must currently hold all required licenses for the project described in this ITB

**Section 2.4: Pre-Bid Conference (Non-mandatory)**

A pre-bid conference will be held to discuss the special conditions and specifications included within this solicitation on January 29, 2013 at 2:00 PM at the Office of Procurement Services whose address is designated in provision 1.2 above. Potential bidders are encouraged, but not required, to attend

this conference. Bidders are requested to bring this solicitation document and plans to the conference as extra copies will not be made available at the conference.

**Section 1.5: Term of Contract – One (1) Year**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in writing by the County's designated representative for the project; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for one (1) year. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated in this document.

**Section 1.6: Option to Renew for Four (4) Additional One (1) Year period(s)**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). The vendor shall maintain, for the entirety of the stated additional period(s), the same terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any exercised option period, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.7: Method of Payment**

See related provisions of attached contract.

**Section 1.8: Insurance**

See related provisions of the attached contract.

**Section 1.9: Bonding Requirements**

Not applicable to this solicitation.

**Section 1.10: Completion of Work From Date of Notice to Proceed**

See related provisions of attached contract.

**Section 1.11: Acceptance of Goods or Services**

See related provisions of attached contract. This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

**Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor**

See related provisions of attached contract.

**Section 1.12: Warranty**

See related provisions of attached contract.

**Section 1.12.1: Materials Shall be New and Warranted Against Defects**

See related provisions of attached contract.

**Section 1.13 Delivery and Completion of Solicitation Response****Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

#### **Section 1.13.2: Completion Requirements for Invitation to Bid**

**One (1) signed original bid and three (3) complete copies of the bid response shall be sealed and delivered to the Office of Procurement Services by the bidder no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten/printed. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

**COMPLETION OF BID PACKAGE:** The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit either the entire solicitation (desired) with all Section 4 entries completed (required), or a completed Section 4 (required) in the number of copies specified, and other documentation as specified below, to the address stated in 1.13.1 above.

#### **Specific Completion Directions:**

- Pricing shall be completed as directed within Section 4.
- Vendor shall submit the entire bid document (desired) or Section 4 with entries completed as noted in this section (required) in the cited number of copies.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum for this ITB.
- Insert any prompt payment discount that you will offer. All payment will be made in accordance with Florida Prompt Payment Act.
- Complete **all** certifications included within Section 4 of the solicitation.
- Complete and provide the reference information sheets (include at least three references) contained within the solicitation.
- Provide documentation substantiating compliance with the qualification standards stated in ITB provision 1.3.
- Complete the vendor information, and sign the bid (IN BLUE INK), in the spaces provided in Section 4 of the solicitation.

- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

**Section 1.14: Accident Prevention and Barricades**

See related provisions of attached contract. Precautions shall be exercised at all times for the protection of persons and property.

**Section 1.15: Business Hours of Operations**

See related provisions of attached contract.

**Section 1.16: Certificate of Competency/Licensure, Permits, Fees, and Liquidated Damages**

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 218.80, Florida Statutes, requires the County to disclose required permits and fees. A full listing of fees applicable to various construction contracts is provided on the Lake County website under the Department of Growth Management and Division of Building Services. The direct link to service fee listing is as follows:

[http://www.lakecountyfl.gov/departments/growth\\_management/building\\_services/fee\\_schedule.aspx](http://www.lakecountyfl.gov/departments/growth_management/building_services/fee_schedule.aspx)

Liquidated Damages shall be applied at the rates specified in the scope of work (Section 2 of this solicitation).

**Section 1.17: Clean-Up**

See related provisions of attached contract.

**Section 1.18: Compliance with Federal Standards**

See related provisions of attached contract.

**Section 1.19: Conflicts Between the Drawings and Specifications**

See related provisions of attached contract.

**Section 1.20: “Equal” Product Can be Considered**

If a product or service requested by any job order has been designated by a brand name, and has **not** been noted to be a “No Substitute” item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. Vendors may offer an alternate product if such product is determined by the County to fully meet the salient characteristics of the name brand item. An alternate product will not be considered for any item notated “No Substitute”. If the vendor does not propose an alternate, the County will assume, and may demand, provision of the specified product or service.

If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified with sufficient documentation to enable an evaluation of the product or service by the County. Determination of acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not provided by the vendor.

**Section 1.21: Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**Section 1.22: Local Office Shall be Available**

The vendor shall maintain an office within the geographic boundaries of Lake, Orange, Polk, Sumter, Seminole, Volusia, Osceola, and Marion Counties. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

The County reserves the right to perform an inspection of the local office during the offer evaluation period, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The decision of the County in this regard shall be final.

**Section 1.23: Material Safety Data Sheet (MSDS)**

See related provisions of attached contract.

**Section 1.24: Minimum Wages**

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**Section 1.25: Modification to Project Designs**

See related provisions of attached contract.

**Section 1.26: Omission from the Solicitation**

The apparent silence of this solicitation and any addendum regarding any details, or the omission from the solicitation of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used.

**Section 1.27: Protection of Property**

See related provisions of attached contract.

**Section 1.28: Responsibility of Vendors and Associated Subcontractors**

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its subcontractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.



**Section 1.29: Risk of Loss**

See related provisions of attached contract. The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor.

**Section 1.30: Superintendent Shall be Supplied by the Vendor**

See related provisions of attached contract.

**Section 1.31: Special Notice to Vendors Regarding Federal and/or State Requirements**

This purchase action may be supported in whole or in part by Federal and/or State funding. Therefore, a specific order under the resulting contract may include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as “flow-down” clauses that shall be considered applicable to the specific order and any subcontract associated with performance under such order. Detailed review of all terms and conditions included in such order is strongly encouraged to ensure that full compliance with all contractual requirements is maintained throughout performance under the order, at prime contractor and subcontractor levels. Any cost impact of such provisions shall be immediately addressed to the County representative for review, consideration, and potential equitable adjustment in regards to the vendor’s standard pricing factors under the specific order.

**Upon award of any order resulting from this solicitation and the resulting contract supported by state funding,** the vendor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term “substantially equal qualifications” refers to a situation wherein the vendor cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A vendor required to employ state residents must contact the Department of Economic Opportunity to post the contractor's employment needs in the state's job bank system.

**Upon award of any order resulting from this solicitation and resulting contract,** the vendor shall utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

## SCOPE OF SERVICES RS MEANS ON-CALL CONTRACTOR

### 1. GENERAL

Perform all work in accordance with all applicable Federal, State and local laws, rules and regulations and requirements of Lake County. In each case, the Contractor shall provide all required labor, material, permits, plans, engineering, local and state inspections to provide a 100% completed project.

### 2. PURPOSE

The purpose of this solicitation is to select multiple qualified Building and/or General Contractors that will perform construction and/or repair work for Lake County on projects that shall not exceed \$50,000.

### 3. DESCRIPTION OF WORK

The Contractor shall provide construction and repair services, on an as needed basis, to the County on projects not exceeding \$50,000.00. Costs for the work shall be determined using the most current RSMeans cost data as derived from the following:

- RSMeans Building and Construction Cost Data
- RSMeans Mechanical Cost Data
- RSMeans Plumbing Cost Data
- RSMeans Electrical Cost Data
- RSMeans Facilities Maintenance and Repair Cost Data

Individual projects shall be assigned to the Contractor in accordance with the Project Ordering System described in **Section 18.**

**Note: Division 1 of the specified RSMeans Cost books shall be included in the Contractor Factor and shall not be included in the cost estimate.**

### 4. DEFINITIONS

**Calendar Day** – Every day shown on the calendar, ending and beginning at Midnight.

**Change Order** – A written order issued by the County's Project Manager in accordance with Board policy, and accepted by the Contractor directing certain changes, additions or reductions in the work or in the materials used. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.

**Contractor Factor** - Percentage factor used to adjust location modified, through Location Factor, cost estimate to the final Contractor's bid price. The Contractor Factor is established by the Contractor at the time of bid submission and shall be used to determine the low bidder. ***The Contractor Factor shall include all areas covered by Division 1 of the specified RS Means Cost***

**book(s).** It shall be effective for the contract period and may not be adjusted upon exercise of renewal options due to the issuance of later editions to the RSMeans Cost books.

**Cost Estimate** – Written cost estimate based upon unit cost prices from the current issue of the RS Means Data Books developed by the County’s Project Manager. Cost Estimates shall be adjusted by Location Factor and the Contractor Factor before being considered complete and provided to the Contractor. **See Attachment 2 for example.**

**Location Factor** – Percentage factor based upon zip code used to adjust base cost from a national average to a specific location. This factor is NOT the City Cost Indexes which is an alternate method for regionalizing costs. Location factor should be applied after base estimate is established but before the Contractor Factor. Factors shall be effective for the contract period and may not be adjusted upon exercise of renewal options due to the issuance of later editions to the RS Means Cost books.

**Plans** – The approved drawings or reproductions that show the location, character, dimension and details of the work to be done as issued by the County’s Project Manager. These plans are meant to be for illustrative purposes only.

**Project Manager** - Agent of the County responsible for items including but not limited to establishment of Cost Estimate, accepting/rejecting of work product, administration of the contract on a per job basis, as well as interfacing with the Contractor.

**Scope of Work** – The general intent of the work to be accomplished as defined by the project plans, drawings, photographs, and specifications.

## 5. ACCURACY

The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies resulting from the services provided.

## 6. LICENSING

The Contractor shall retain all appropriate professional licenses throughout the term of this Agreement. The Contractor will only be given projects which fall into the categories permitted by their particular license.

## 7. EMPLOYEES

The Contractor shall provide competent, suitable, and qualified personnel to perform the work as required by the specifications, shall be fully responsible for the performance of his organization and completion of all work under this Contract, and shall, at all times, maintain good discipline and order at the work site.

## 8. DRESS CODE

The Contractor shall maintain a dress code for their employee's with a minimum of shirts, pants and work shoes/boots, in decent condition, at all times while the work is being performed.

## 9. SUPERVISION

Contractor shall supply a superintendent which has the ability to speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours. He shall also designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the County's Project Manager. All communications to the Superintendent shall be as binding as if given to the Contractor.

## 10. BACKGROUND CHECK

Specific projects may require the Contractor to provide the County with a complete list of personnel, subcontractors, and representatives of the Contractor that shall be utilized in the performance of the work. The list shall include, a full name, address, telephone number, copy of social security card, and a copy of driver's license/State of Florida Identification Card/valid passport/valid work visa. Background checks shall be performed by the Lake County Sheriff's office at no expense to the Contractor. For these specific projects at no time shall any person associated with the Contractor be granted access to perform work on County property prior to a completed background check. All decisions related to the approval of background checks shall be made by the Lake County Sheriff's office. All decisions are final. The Contractor MUST remove any employee, with access to County facilities, from County service who is convicted of a felony crime during his employment on these specific projects. The County reserves the right to require immediate removal of any employee from County service it deems unfit for service for ANY reason. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract.

## 11. METHOD OF PAYMENT

Payment shall be based upon the multipliers (Location Factor and Contractor Factor) set forth in the Pricing Section. The multipliers shall remain firm during the term of this Agreement unless the Contractor agrees to or offers lower multipliers. Neither progress payment nor partial or entire use or occupancy of the project by the County shall constitute an acceptance of work not in accordance with the contract documents.

**Projects fifteen thousand dollars (\$15,000) and under:** The County shall provide a lump sum payment when all project tasks are completed by the Contractor and approved by the County's Project Manager. In order for the County to provide payment, the Contractor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be emailed to the County's Project Manager, in PDF format, within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for

payment until such time as the service and deliverable for the task has been completed and the County's Project Manager has reviewed and approved the service and deliverable. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**Projects greater than fifteen thousand dollars (\$15,000):** The Contractor may receive periodic payments on a thirty (30) day interval for project tasks completed during that period by the Contractor and approved by the County's Project Manager. Retention of funds shall be held in accordance with Florida Prompt Payment Act. In order for the County to provide payment, the Contractor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be emailed to the County's Project Manager, in PDF format, within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service and deliverable for the task has been completed and the County's Project Manager has reviewed and approved the service and deliverable.

All invoices shall contain a description of the work performed, the contract number, the purchase order number, and the date and location of delivery or service. The Contractor shall also submit with their final invoice a completed "Certification of Payment to Subcontractors and Suppliers" form. Failure to submit invoices and certification form in the prescribed manner will delay payment, and the Contractor may be considered in default of contract. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

If any project given to the Contractor under this agreement is one in which federal or state funds shall be used, the Contractor is hereby informed that payment shall be contingent upon receipt of said federal or state funds or approval. Additionally, payment shall be contingent upon the Contractor completing all required forms and documentation as is necessary in order to obtain such federal or state funding or approval as well as, approval from the County's Project Manager. The Contractor shall be notified prior to the acceptance of the Cost Estimate if the project is one which involves federal or state funds.

## 12. PROJECT TIME

The Contractor acknowledges that time is of the essence in carrying out Contractor responsibilities. Project time shall be listed on the Cost Estimate. If no project time is listed the following shall apply:

- For projects \$25,000 and under, the Contractor shall have forty-five (45) calendar days to complete the work from the date of receipt of the "Notice to Proceed".
- For projects greater than \$25,000, the Contractor shall have ninety (90) calendar days to complete the work from the date of receipt of the "Notice to Proceed".
- If the Contractor fails to have the project completed by the specified time, the County may, at its discretion, either apply liquidated damages or hire another company to complete the work as needed. Any additional cost incurred by the County because of the Contractor's failure to complete the project as assigned shall be deducted from the Contractor's final invoice.

**13. BUSINESS HOURS OF OPERATION**

All work is to be performed during regular County working hours. Regular working hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. No work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been granted by the County's Project Manager. Specific projects may require night and weekend work. This will be indicated on the Cost Estimate. At no time shall the Contractor's work interfere with the day-to-day operation of the County's facilities.

County Holidays are as follows:

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

**14. CLEAN UP/SURPLUS MATERIAL REMOVAL:**

The Contractor shall be responsible for the removal of all surplus material and debris within their work zone at the end of each workday, and disposed of in an appropriate manner. All costs associated with clean-up and debris removal shall be included in the Contractor Factor. The Contractor must have ample cleaning supplies and a minimum of two (2) vacuum cleaners on-site for clean-up. At no time shall the Contractor use County cleaning supplies or equipment. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Manager. If such deficiencies are not corrected as part of this process, the County shall remove the remaining debris and surplus materials and deduct the associated costs from the amount due the Contractor.

**15. REPAIR**

The Contractor shall repair any areas of the site damaged as a result of the work. This includes, but is not limited to, sod, trees, plants, shrubs, hedges, sidewalks, curbing, parking lot, irrigation, etc. All repairs are to be made using like materials.

**16. LABOR, EQUIPMENT, & MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR**

Unless otherwise stated in this solicitation the Contractor shall furnish all labor, equipment, and materials necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

## 17. QUANTITIES

Contractor agrees that this shall be an open quantity contract. The County shall not guarantee to the Contractor any minimum amount of work throughout the term of this Agreement. Furthermore, the Contractor agrees and acknowledges that in the event the Contractor cannot meet the County's specifications, including but not limited to, time for completion, cost for individual project etc. that the County reserves the sole right to offer the individual project to other contractors retained by the County.

## 18. PROJECT ORDER SYSTEM

This section describes the chronological order of events that will take place to begin, carry out and complete a project under this contract.

1. The County's Project Manager will prepare all necessary specifications, drawings, photographs, and/or special requirements to adequately portray the scope of work. Unless specifically stated plans/drawings shall be for illustrative purposes only. The Contractor shall be required to provide sealed plans and engineering if necessary. Upon completion of gathering necessary scope documents, the County's Project Manager shall prepare a Cost Estimate, based upon unit cost prices from the current issue of the specified R. S. Means Cost Data Book modified for location and the Contractor's Factor for submittal and review by the Contractor.
2. The Contractor shall contact the County's Project Manager to arrange for a site visit. Site visit shall be made within three (3) days of receipt of cost estimate.
3. **Projects twenty five thousand dollars (\$25,000) and under:** The Contractor shall provide an acceptance or revision email to the County's Project Manager within three (3) business days following the site visit. The Contractor's acceptance or rejection of the Cost Estimate shall be limited to specific line item inclusion or exclusion and specific quantities of the line items provided in the estimate. All unit prices are fixed and non-negotiable by the specified R. S. Means Cost Data Book, Location Factor, and the Contractor Factor. If subcontractors are to be used by the Contractor, the Contractor shall provide a listing of such subcontractors with their response.
4. **Projects greater than twenty five thousand dollars (\$25,000):** The Contractor shall provide an acceptance or revision to the County's Project Manager within ten (10) business days following the site visit. The Contractor's acceptance or rejection of the cost estimate shall be limited to specific line item inclusion or exclusion and specific quantities of the line items provided in the estimate. All unit prices are fixed and non-negotiable by the specified R. S. Means Cost Data Book, Location Factor, and the Contractor Factor. If subcontractors are to be used by the Contractor, the Contractor shall provide a listing of such subcontractors with their response.

5. In the event the Contractor provides rejection of the Cost Estimate, the Contractor shall provide specific reason(s) for the rejection of the estimate. Approved reasons for rejection are limited to the following:
  - Error in specific unit quantity(ies)
  - Incorrect line item(s) provided in cost estimate
  - Missing line item(s) in cost estimate
  - Incorrect Location Factor
  - Incorrect Contractor Factor
  - Mathematical error(s)

The Contractor must demonstrate to the satisfaction of the County's Project Manager reason(s) for rejection. Upon agreement by both parties of such an error, the County's Project Manager shall reissue a new cost estimate and it shall be reviewed as described in the method above. In the event the Contractor is unwilling to accept an estimate and does not have an approved rejection, the Contractor shall be provided a Notice of Unapproved Cost Estimate Rejection in writing.

The Contractor shall, upon request, meet with the County's Project Manager to review the submittal and shall at the request of the County's Project Manager, enter into an agreed price in accordance with the terms of the agreement.

The RSMeans Cost Data Books are believed to be extremely comprehensive in nature. The vast amount of minor differences in the construction industry makes it impossible for one publication to address every combination of materials. As a result of these many materials available, the County's Project Manager shall seek the most appropriate line item in the event there is not a direct match. In such a case, the County's Project Manager shall choose the most applicable. The Contractor shall not be bound by this substitute line item and this may be basis for an Approved Rejection of the Cost Estimate. In the event that neither party can agree on an accurate substitute, that specific item shall be excluded from the project if possible. If this is not a possible option, the Contractor shall be granted an Approved Rejection of the Cost Estimate and the County's Project Manager shall look to other RSMeans Contractors or shall seek an alternate bidding method outside of this contract.

6. Upon acceptance of the Cost Estimate the Contractor shall email the County's Project Manager the signed Cost Estimate. No change orders, modification of quantities, or addition of line items will be provided after signed acceptance is provided for the performance of work under the original scope. Change orders will be provided only for the addition or deletion of work differing from the original scope of work documents. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed as part of the project by the Contractor.
7. Upon receiving approval from the Contractor of the Cost Estimate the County's Project Manager shall submit to the Office of Procurement Services to issue a



Purchase Order for the project. Once received the County's Project Manager shall provide the purchase order to the Contractor and shall also give the Contractor an official Notice to Proceed by email. The Contractor shall provide verification email within twenty-four (24) hours of receipt. Notice to Proceed may or may not be given at the same time as the purchase order based on scheduling with other County Departments. The Contractor shall complete all work within the time frame specified in **Section 12** after the issuance of the Notice to Proceed.

8. Upon notice from the Contractor that the service has been completed (or upon receipt of an invoice), the County's Project Manager will make a final inspection within five (5) business days of receipt of notification. The County's Project Manager shall notify the Contractor verbally, by email, or in writing of any deficiencies, if any, with the project. The Contractor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contract time, the Project Manager shall send out a second notification notifying Contractor of the assessment of liquidated damages.
9. Upon completion of the deficiencies, the Contractor shall notify the Project Manager. If the deficiencies are not corrected when inspected, an eighty dollar (\$80.00) inspection fee shall be assessed to the Contractor for the second inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the Contractor's final invoice.

## 19. CHANGES IN WORK

The County may at any time, by issuance of a change order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this Agreement. If additional work or other changes are required the County's Project Manager shall prepare a supplementary Cost Estimate for review by the Contractor. The Contractor shall then provide a response as indicated in Section 18 of this Scope of Services. Upon acceptance of the offer per Section 18 and execution and receipt of the change order, the Contractor shall commence the work as specified. The Contractor shall not commence any additional work or other changes, not covered by the Cost Estimate, for the individual project without an executed change order issued by Procurement Services. If the Contractor performs additional work beyond the specific requirements of this Agreement without an executed change order, it shall be at the Contractor's own risk and expense. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order. **Note: Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.**

## 20. RETAINING OTHER CONTRACTORS

Nothing herein shall be deemed to preclude the County from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the

Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with the services provided under this Agreement.

## 21. LIQUIDATED DAMAGES

The County and the Contractor recognize that, since time is of the essence for this agreement, the County will suffer financial loss if work is not completed within the specified time frame. The County will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day after the scheduled completion date the project continues. The project shall be deemed to be completed on the date the work is deemed complete to the satisfaction of the County. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages are as follows:

<u>Specific Project Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$5,000 and under.....	\$ 25
Over \$5,000 but less than \$10,000.....	\$ 65
\$10,000 or more but less than \$20,000 .....	\$ 91
\$20,000 or more but less than \$30,000 .....	\$121
\$30,000 or more but less than \$40,000 .....	\$166
\$40,000 or more but less than \$50,000 .....	\$228

Any Contractor that is in default for not completing the work within the time specified will be removed from the on-call contract, at the option of the County, and not permitted to perform work for the County until the project is complete and the liquidated damages sum is satisfied.

## 22. COUNTY SUPPLIED MATERIALS

If materials are supplied by the County for a particular project, the cost of the material shown in the material column of the specific line item shall be subtracted from the Total Including O&P column. The difference of these two items shall be the modified unit cost before application of Location Factor and Contractor Factor.

The County shall deliver material(s) to the designated location provided by the Contractor. A delivery request by Contractor shall occur at least two (2) business days prior to actual delivery date needed.

## 23. WARRANTY

The Contractor shall provide a **warranty** as stated in the contract.

**26. EMERGENCIES**

The Contractor shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and to handle any other problem that might arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit to the County's Project Manager, by email, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the project location.

In the event of an emergency affecting the safety or protection of persons or the work or property at the project site or adjacent thereto, the Contractor, without special instruction or authorization from the County's Project Manager is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the County's Project Manager written notice as soon as possible, but in no event later than twenty-four (24) hours after the occurrence of the emergency, if the Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If the County's Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order may be issued to document the consequences of the changes or variations. If the Contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

**27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/ HAZARDOUS MATERIALS**

See related requirements stated in the contract.

**28. CONTRACT TIME AND TIME EXTENSIONS**

Unless otherwise provided, contract time shall mean the number of consecutive calendar days from the commencement date noted in the notice to proceed to the date on which all work is to be completed. The Contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the Contractor's work with the work of other contractors so that the Contractor's work or the work of others shall not be delayed or impaired by any act or omission of any act by the Contractor. The Contractor shall be solely responsible for all construction means methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

Should the Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the Contractor, and not due to the Contractor's fault or neglect, the Contractor shall notify the County's Project Manager in writing within twenty-four hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request a time extension.

If the Contractor complies with the two (2) business days' notice requirement, the County's Project Manager shall ascertain the facts and the extent of the delay being claimed and

recommend to the County an extension to the contract time when, in the County's Project Manager sole judgment, the findings of fact justify such an extension. The Contractor shall cooperate with the County's Project Manager's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the Contractor's construction schedule. Extensions of contract time, if approved by the County's Project Manager, must be authorized by change order. No additional days will be provided for average weather delays. Average number of days of rainfall will be determined by [http://www.sercc.com/climateinfo/historical/historical\\_fl.html](http://www.sercc.com/climateinfo/historical/historical_fl.html). Days for calculating actual rainfall are days recorded with rainfall on <http://www.wunderground.com>. No extensions for any delays shall be given for what has taken place on the weekends or holidays.

## **29. MAINTENANCE OF TRAFFIC (MOT)**

If necessary, Maintenance of Traffic shall be the responsibility of the Contractor, be part of the Contractor Factor, and shall conform to F.D.O.T.'s most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems, and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, or by going to the F.D.O.T. website at: [www.dot.state.fl.us/mapsandpublications](http://www.dot.state.fl.us/mapsandpublications). All costs associated with MOT must be included in the Contractor Factor. No separate line items for MOT will be included in the cost estimate. If the Contractor does not comply with the F.H.W.A and M.U.T.C.D. (i.e. signs, qualified flaggers and/or barricades), the County reserves the right to direct the contractor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

## **30. SANITATION**

For projects that do not involve interior work, the Contractor shall be required to provide and maintain adequate sanitary conveniences for the use of persons employed for the project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the County's Project Manager's approval. All such facilities shall be installed and maintained in accordance with applicable federal, state and local laws.

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Bid:** shall refer to any offer(s) submitted in response to this Invitation to Bid.

**Bidder:** Shall refer to anyone submitting a bid in response to an Invitation to Bid.

**Contract:** The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to which award has been made.

**County:** Shall refer to Lake County, Florida.

**Invitation to Bid (ITB):** Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

**Modification:** A written change to a contract.

**Responsive:** Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Invitation to Bid.

**Responsible:** Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

**Responsive:** Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Invitation to Bid (ITB) that the words “shall”, “must”, or “will” are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this ITB and indicate very desirable conditions, or requirements but are permissive in nature.

**3.2 INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.).
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave.
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public

entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than ten (10) working days prior to the bid due date. Such inquiries shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder’s facsimile number.

The Department of Procurement Services may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt of all addenda, and any accompanying documentation, the bidder is required to submit with its bid a signed Addenda form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the bid from being considered for award.

**D. Contents of Solicitation and Bidders’ Responsibilities**

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the bidder will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Bids**

**Changes to Bid** - Prior to bid opening, a bidder may change its bid by submitting a new bid as specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original bid. No changes to a bid will be accepted after the bid due date.

**Withdrawal of Bid** - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

**3.3 PREPARATION OF BIDS**

- A. The Bid Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- H. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

**3.4 CANCELLATION OF SOLICITATION**

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

**3.5 AWARD**

- A. Award may be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine the responsibility and capacity of the bidder to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

- F. The bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a bidder that submitted a bid under this solicitation.
- G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.

**3.6 PROTEST OF AWARD**

A vendor wishing to protest any award decision resulting from this solicitation shall do as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

**3.7 RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

**3.8 SUBCONTRACTING**

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

**3.9 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

**3.10 DELIVERY FOB DESTINATION**

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

**3.11 RESPONSIBILITY AS EMPLOYER**

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

**3.12 COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean bidder or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

**3.13 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its

contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **3.14 PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; the "Public Record Law." The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

### **3.15 CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

### **3.16 INCURRED EXPENSES**

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

### **3.17 COUNTY IS TAX-EXEMPT**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate if requested by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

### **3.18 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### **3.19 TRUTH IN NEGOTIATION CERTIFICATE**

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain

a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

### **3.20 GRANT FUNDING**

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

**ITB TITLE: RS MEANS ON-CALL CONTRACTOR**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, vendors are responsible for payment of tax on any materials they purchase that are incorporated into the project (see provision 3.17 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.

**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: \_\_\_\_\_  
 Addendum #2, Dated: \_\_\_\_\_  
 Addendum #3, Dated: \_\_\_\_\_  
 Addendum #4, Dated: \_\_\_\_\_

**Part II:**

☐ No Addendum was received in connection with this ITB.

**PRICE ENTRY SECTION**

**CONTRACTOR’S ADJUSTMENT FACTOR** (see definitions section of the Statement of Work and note 8 on Pricing Directions at Attachment 2, with sample for a “no adjustment” contractor’s adjustment factor being an entry of 1.00): \_\_\_\_\_

Florida Contractor’s License/ Certification No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Certification Regarding Acceptance of County Electronic Payable Process**

Vendor will accept payment using the County’s VISA- based electronic payment system: ☐ Yes ☐ No



**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

**Reciprocal Vendor Preference:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): \_\_\_\_\_
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail: \_\_\_\_\_

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

**DUNS Number** (Insert if this action involves a federal funded project): \_\_\_\_\_

**General Vendor Information and Bid Signature:**

Firm Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 Mailing Address (if different): \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 FEIN No. \_\_\_\_\_ - \_\_\_\_\_ Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days, net \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

☐ Sole vendor ☐ Pre-qualified pool vendor based on price  
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: \_\_\_\_\_  
☐ Secondary vendor for items: \_\_\_\_\_ ☐ Other status: \_\_\_\_\_  
 Signature of authorized County official: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Purchase Order Number assigned to this contract for billing purposes: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Work References**

**Attachment 2: Project Pricing Form and Directions**

**Attachment 3: Sample Contract**

**ATTACHMENT ONE: WORK REFERENCES**

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

## ATTACHMENT 2 - COST ESTIMATE EXAMPLE AND DIRECTIONS

## INTERIOR RENOVATION TO LAKE COUNTY PUBLIC DEFENDER'S OFFICE

**CONTRACTOR INFORMATION:**

ACME Construction  
1992 CR 470  
Leesburg, FL 34778  
352-555-1993

**CONTRACT NO.:**

01-1995

**PROPOSAL DATE:**

12/12/12

**RS MEANS BOOK:**

Building Construction Cost Data 2012

**PROJECT TIME:**

30 Days

**PROJECT WORK SCHEDULE:**

After County Work Hours

**CONTRACTOR ACCEPTANCE SIGNATURE:**

Note #1

Note #2

Note #3

Note #4

RS MEANS CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
06 11 10.26 0205	2" x 4" x 8' stud walls installed	71.5	LF	\$12.30	\$879.45
26 05 19.20 9050	Install MC cable for electrical circuits for new receptacles and lights	3	CLF	\$450.00	\$1,350.00
26 05 90.10 4120	Install 12 - 20 amp duplex receptacles	12	Ea.	\$100.00	\$1,200.00
27 05 90.10 3370	Install 3 single pole switches for lights	3	Ea.	\$121.00	\$363.00
27 51 13.50 3530	Install 3 - 1' x 4' 32 watt T8 troffer lights	3	Ea.	\$263.00	\$789.00
07 21 16.20 0020	Kraft faced fiberglass insulation installed in new stud walls	571	SF	\$0.69	\$393.99
23 33 46.10 1940	Install 6 flexible air ducts for supply and return air	100	LF	\$7.15	\$715.00
23 37 13.10 1120	Install 6 - 12" x 12" registers for air supply and return	6	Ea.	\$106.00	\$636.00
09 29 10.30 2000	5/8" drywall installed on walls - taped and finished with light orange peel	1120	SF	\$1.46	\$1,635.20
09 51 23.10 0700	Install suspended grid ceiling system	300	SF	\$3.90	\$1,170.00
08 12 13.13 0025	Install 3 - 3'0" x 6'8" 16 ga. metal door frames	3	Ea.	\$225.00	\$675.00
08 14 13.10 2140	Install 3 - 3'0" x 6'8" solid core birch face doors	3	Ea.	\$199.00	\$597.00
08 71 20.42 0100	Install 3 commercial keyed locksets	3	Ea.	\$320.00	\$960.00
09 91 23.72 0240	Prime and paint new drywall	1120	SF	\$0.41	\$459.20
09 91 23.33 1800	Stain new wood doors to match existing	3	Ea.	\$67.50	\$202.50

Note #6

**SUBTOTAL**

\$12,025.34

Note #7

**LOCATION FACTOR**

0.891

**REGIONAL SUBTOTAL**

\$10,714.58

Note #5

**SPECIAL NOTES:** Work will need to be done after regular County working hours.

Note #8

**CONTRACTOR FACTOR**

\$0.95

Note #9

**GRAND TOTAL**

\$10,178.85

**COST ESTIMATE DIRECTIONS**

**Note #1:** Descriptive information regarding individual units is provided by the RS Means Code column as well as the Description column. RS Means Code column is the unique number for each line item in the RS Means Book. The Description column provides a written narrative of each code.

**Note #2:** The Quantity Column provides the specific number of units estimated for each line item for the job.

**Note #3:** Fixed national cost averages are provided in the Unit Cost column for each line item. Each unit cost can be found in the Total Including O&P column for each RS means Code in the book.

**Note #4:** The Total column is a calculated column that multiplies (Quantity X Unit Cost).

**Note #5:** Various additional job specific requirements are provided in the Special Notes section of the estimate.

**Note #6:** A total of all the individual items are provided in the Subtotal cell. This creates a total for the job prior to applying a local cost modifier, Location Factor.

**Note #7:** The Location Factor creates a specific cost for this area of the country. This number is provided through the RS Means book for specific zip codes. The Regional Subtotal is calculated by: (Subtotal X Location Factor).

**Note #8:** The Contractor Factor is the number provided as the Contractors bid. This number modifies the Regional Subtotal by creating a Contractor specific bid.

**Note #9:** A Grand Total for the job is calculated by: (Regional Subtotal X Contractor Factor).